

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Shirley Taylor-Prakelt, Director
Housing & Community Development (954) 797-1199

SUBJECT: Resolution

DISTRICT: This Program Serves all of Davie's Lower-Income and At-risk Residents

TITLE OF AGENDA ITEM:

A Resolution of the Town of Davie, Florida, authorizing the Mayor to execute an Agreement with Broward County to operate a "Family Success Center" in Davie in order to provide social/public services and emergency assistance to Davie's lower-income families and individuals.

REPORT IN BRIEF:

Davie's lower-income families lack adequate transportation to get to regional service providers; therefore, they do not receive sufficient services to transition from welfare to independent economic status. Based on this, the Consolidated Plan for 2002-2007, adopted by the Town Council on July 10, 2002, included the development of a "Family Success Center" (FSC) in one of Davie's CDBG Target Areas. The FSC will bring essential social/public services into the lower-income neighborhoods, so Davie residents will not have to travel to the County Offices for financial/social service assistance.

In return for the Town providing the office space, utilities, signage, and security, the County will provide two (2) full-time employees who will provide services such as: emergency financial assistance, homeless prevention, legal aide services, voters registration, family counseling, etc. The CDBG budget includes \$11,600 to renovate space for the new FSC in one of the Town's existing facilities. The former PAL Office building at Potters Park has been identified as the most ideal site. Although this building is slated for demolition sometime in the future, the investment of the CDBG funds to renovate it for a two-three year period, to bring these essential services to Davie, is merited.

These services will be expanded into the other two CDBG Target Areas in the near future i.e., at the new Boys and Girls Club in Driftwood Park and the Orange Park Community Center, thus benefiting all of Davie's lower-income areas and residents. The new Eastside Neighborhood Coordinator will be co-located at the FSC thereby offering one-stop-shopping for residents in need of social services and quality of life programs.

This Agreement is subject to approval by the Broward County Commission.

PREVIOUS ACTIONS: Resolution R-2002-168 on July 10, 2002

CONCURRENCES: Consolidated Plan for 2002-2007 adopted July 10, 2002

FISCAL IMPACT: \$11,600 in CDBG Funds are budgeted

RECOMMENDATION(S): Motion to approve Resolution

Attachment(s): Resolution and Agreement with Broward County

RESOLUTION_____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BROWARD COUNTY TO OPERATE A “FAMILY SUCCESS CENTER” IN DAVIE IN ORDER TO PROVIDE SOCIAL/PUBLIC SERVICES AND EMERGENCY ASSISTANCE TO DAVIE’S LOWER-INCOME FAMILIES AND INDIVIDUALS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Consolidated Plan for Federal Funds 2002-2007 and the FY 2002/03 Action Plan were adopted by the Davie Town Council on July 10, 2002; and

WHEREAS, the CDBG Action Plan allocated \$11,600 for the renovation of space to open a Family Success Center to serve Davie’s lower-income and at-risk families; and

WHEREAS, The former PAL Office building at Potters Park has been identified as the most ideal site and although this building is slated for demolition sometime in the future, the investment of the CDBG funds to renovate this facility for a two-three year period to bring these essential services to Davie residents, is merited; and

WHEREAS, The FSC will bring essential social/public services into the lower-income neighborhoods, so Davie residents will not have to travel to the County Offices for financial/social service assistance; and

WHEREAS, this collaboration between the Town’s Housing and Community Development Office and the Broward County Family Success Center Program represents “one-stop-shopping” for Davie residents seeking housing and related assistance; and

WHEREAS, this Agreement is subject to approval by the Broward County Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Mayor is hereby authorized to execute the attached Agreement with Broward County to operate a “Family Success Center” in Davie in order to provide social/public services and emergency assistance to Davie’s lower-income families and individuals.

SECTION 2. The Town Administrator or his designee is hereby empowered to negotiate any additional terms and conditions necessary to effectuate the implementation of the Family

Success Center in Davie.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2003.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____ 2003.

AGREEMENT

BETWEEN

TOWN OF DAVIE AND BROWARD COUNTY

FOR

THE OPERATION OF A FAMILY SUCCESS CENTER

This Agreement is made and entered into on this ____ day of _____, 2003 by and between the Town of Davie, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "TOWN" and Broward County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and is for the express purpose of operating a *Family Success Center* to provide social/public services; emergency assistance; homeless prevention, etc., to Davie's lower-income and/or at-risk families or individuals.

WHEREAS, the staff of the TOWN and COUNTY have discussed the need and desire to have a *Family Success Center* located within the Town of Davie, to provide a variety of social/public services to qualified residents in the area; and

WHEREAS, The Town of Davie's Consolidated Plan for Federal Funds 2002-2007 adopted on July 10, 2002 contemplated the development of a *Family Success Center* in one of Davie's Target Areas, was ; and

WHEREAS, Davie's FY 2002/03 CDBG Action Plan allocated \$11,600 for the renovation of space to open a *Family Success Center* to serve Davie's lower-income and at-risk families; and

WHEREAS, Davie's lower-income families lack adequate transportation to get to regional service providers; therefore, they do not receive sufficient services to transition from welfare to independent economic status; and,

WHEREAS, The FSC will bring essential social/public services into the lower-income neighborhoods, so Davie residents will not have to travel to the County Offices for financial/social service assistance; and

WHEREAS, the proposed site for Davie's *Family Success Center* is located on a public transportation route and the Town's Community Transit route; therefore, Davie residents will have convenient access to a myriad of services; and

WHEREAS, this collaboration between the Town's Housing and Community Development Office and the Broward County Family Success Center Program represents "one-stop-shopping" for Davie residents seeking housing and related assistance; and

WHEREAS, the parties are willing to provide required services pursuant to the terms and

conditions set forth herein;

NOW, THEREFORE, in consideration of the covenants, promises, terms and conditions set forth herein the parties do hereby agree as follows:

ARTICLE I - RECITALS

The parties agree that the foregoing recitals are true and correct and incorporated herein.

ARTICLE II - TOWN RESPONSIBILITIES

II.1. TOWN shall provide sufficient space at one of it's existing facilities in Potters Park e.g., the former PAL Office Building, to house the *Family Success Center*, hereinafter referred to as "CENTER".

II.2. TOWN shall be responsible for improvements to the leased space based upon specifications provided by COUNTY. The cost to improve the facility will be borne by the TOWN through the Community Development Block Grant (CDBG) Program, and shall include all necessary costs e.g., design fees, walls, flooring, partitions, computer and phone lines, some office furniture, and fixtures.

II.3. TOWN will provide adequate signage on the building and on Orange Drive so as to direct potential clients (residents) to the facility.

II.4. TOWN shall be responsible for the payment of the electric and local telephone charges for the facility, as well as any insurance payments on the facility, if needed.

II.5. TOWN shall be responsible for maintaining the facility, and will provide twice weekly janitorial cleaning services.

ARTICLE III - BROWARD COUNTY RESPONSIBILITIES

III.1. COUNTY shall operate and fully staff a CENTER at Potters Park in the facility provided by the TOWN. The COUNTY contemplates no less than two (2) full-time employees.

III.2. COUNTY shall have open and operate the CENTER a minimum of forty (40) hours per week during hours situated to community needs and as agreed to by the parties e.g. 9:00 AM to 5:00 PM, 10:00 AM to 6:00 PM etc.

III.3. COUNTY shall be responsible for all administrative/compliance requirements relative to the provision of services through the CENTER. If, in future, services are funded through the Town's Community Development Block Grant (CDBG), client data will be required for reporting to the U.S. Department of Housing and Urban Development (HUD). This data includes, but is not limited to, recipients' income, race, sex, and age.

III.4. COUNTY shall be responsible for providing all supplies and office equipment required for

the daily operation of the Center.

III.5. COUNTY shall be responsible for the collection of fees relating to the services they provide; however, COUNTY shall not impose any fee that is not deemed affordable to Davie's lower-income residents and/or shall waive such fee for income-eligible residents.

III.6. COUNTY shall be responsible for all phones/phone system, computers, software, fax machines, TV's, printers and any other office equipment required for the operation of the CENTER.

III.7. COUNTY shall provide administrative support at the Center which shall include, but not be limited to, answering telephones, scheduling appointments, filing, computer input.

III.8. COUNTY shall be responsible for paying the monthly operating expenses for the Center which include, but are not limited to, long-distance telephone charges, pest control service, and cable television, if required. (See TOWN Sections I.4 and I.5)

III.9. COUNTY acknowledges that their responsibilities shall be administered through the Broward County Human Services Department, Family Success Administration.

III.10. COUNTY shall implement their programs at the Center within 60 days of written notification from TOWN that the leased facility is available for use by COUNTY.

ARTICLE IV - TERM

IV.1. The term of this agreement shall be for a two (2) year period, effective upon the execution of all parties, and may be renewed in one year increments, if agreed to by both parties.

ARTICLE V-TERMINATION

V.1. This agreement may be terminated by either party during the term thereof upon 120 calendar days written notice to the other parties of their desire to terminate this Interlocal Agreement.

ARTICLE VI -INDEMNIFICATION

VI.1. Each party shall be individually and separately liable and responsible for the actions of its officers, agents and employee in the performance of their respective obligations under this Agreement. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency to which sovereign may be applicable. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

VI.2. Each party shall individually defend any action or proceeding brought against their respective agency pursuant to this Agreement and shall be individually responsible for all of their respective costs, attorneys fees, paralegal expenses, other expenses and liabilities incurred as a result of any claim, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof.

ARTICLE VII - INSURANCE

VII.1. The parties shall each individually maintain throughout the term of this Agreement any and all applicable insurance coverage required by Florida law for governmental entities.

ARTICLE VIII-NONDISCRIMINATION PROVISION

VIII.1. The parties shall not discriminate against any employee or participant in their program because of race, age, religion, color, gender, national origin, marital status, sexual orientation or disability.

ARTICLE IX -NOTICE PROVISION

IX.1. When any of the parties desire to give notice to the other, such notice must be in writing, sent by US mail, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph.

For the present, the parties designate the following as the respective places to provide notice:

To TOWN: Monroe Kiar, Esq.
Suite 6151-A
6191 S.W. 45th Street
Davie, FL. 33314

Copy to: Shirley Taylor-Prakelt, Director
Housing & Community Development
Town of Davie
4700 S.W. 64th Avenue, Suite D
Davie, FL. 33314

To COUNTY: Marlene A. Wilson, Director
Broward County Human Services Department
115 South Andrews Avenue, Room 433
Fort Lauderdale, Florida 33301

Copy to: Ellen Rodriguez, Director
Family Success Center Program
115 South Andrews Avenue, Room 433
Fort Lauderdale, Florida 33301

ARTICLE X - PROVISION OF PUBLIC SERVICES:

X.1. The provision of public services (including labor, supplies, and materials) is eligible pursuant to 24 CFR 570.201 (e) including but not limited to those concerned with employment, crime prevention, child care health, drug abuse, education, fair housing counseling, energy

conservation, welfare (but excluding the provision of income payments identified under 570.207 (b) (4)), homebuyer downpayment assistance, or recreational needs.

X.2. To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of existing services above that which has been provided by or on behalf of, the local Government in the 12 calendar months prior to the funding of the CDBG Annual Action Plan for the applicable fiscal year.

ARTICLE XI - BENEFIT TO LOW/MODERATE-INCOME FAMILIES AND INDIVIDUALS:

XI.1. For the purposes of this Agreement, the services provided by COUNTY will be considered "Limited Clientele Activities" pursuant to 24 CFR 570.208 (2) (b), which require information on family size and income, so that it is evident that at least 51% of the clientele are persons or families whose household income does not exceed the low/moderate income limits, as adjusted annually, by the U.S. Department of HUD.

XI.2. The term "low/moderate income" applies to those individuals and households that earn up to eighty (80) percent of the median income for the Broward County area, as adjusted by family size. The 2002 income levels for the CDBG Program follow:

HH Size	Low Income (50% of Median)	Moderate Income (80 % of Median)
1	\$21,050	\$33,700
2	\$24,100	\$38,550
3	\$27,100	\$43,350
4	\$30,100	\$48,150
5	\$32,500	\$52,000

ARTICLE X II - RECORD KEEPING AND SUBMISSION OF REPORTS:

XII.1. COUNTY shall establish Guidelines for the provision of services, and maintain sufficient records for full accountability for all services provided.

XII.1. Each Client File must include, at a minimum: client name, address and phone number, household size, income level (including all sources of income), social security number, ethnic and gender data, employment/unemployment registration verification, photo ID, and other relevant data e.g. eviction notice, last paycheck, housing payments, etc. Additionally, COUNTY must document the income limits applied, and the point in time when the benefit was determined.

XII.3. COUNTY shall provide an annual Report to the Town's Office of Housing and Community Development, which includes cumulative information on the number and type of services provided, and all associated costs.

XII.4. The record retention period pertaining to CDBG-funded activities shall be four years from the date of submission of the Town's Consolidated Annual Performance and Evaluation Report (CAPER) as described in CFR 91.520, in which the activity is reported for the final time rather than

from the date of submission of the final expenditure report from the grant award.

ARTICLE XIII - PROGRAM INCOME:

XIII.1. This Agreement does not contemplate the generation and/or disposition of Program Income by COUNTY.; however, if Program Income as defined in 24 CFR 570.500 (a) is generated, it shall be recorded as part of the financial transactions of the grant program. Program income received before the grant closeout may be retained by the Sub-Recipient Agency, if the income is treated as additional CDBG funds subject to all applicable requirements governing the use of the CDBG funds. The disposition of program income received by sub recipients shall comply with 24 CFR 570.504 (c).

ARTICLE XIV - AUDITS:

XV.1. Sub-recipients receiving \$25,000> in CDBG Funds are subject to the requirements of “OMB Circular A-133-Audits”, a copy of which will be furnished by the Town’s Housing and Community Development Office. The audit would be due 90 days from the end of each Fiscal Year, unless a written extension is granted.

ARTICLE XV - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS:

XVI.1. COUNTY shall comply with all applicable provisions in OMB Circular A-122 “Cost Principles for Non-Profit Organizations”, a copy of which will be furnished by the Town’s Housing and Community Development Office.

ARTICLE XVI - OTHER CDBG PROGRAM REQUIREMENTS:

If the Town’s CDBG funds are used for public/social services, COUNTY will comply with all Federal laws/regulations described in 24 CFR Part 570 Subpart K entitled “Other Program Requirements”, as applicable, except that COUNTY does not assume the Town’s environmental responsibilities described at 24 CFR 570.604; and, COUNTY does not assume the Town’s responsibility for initiating the environmental review process under the provisions of 24 CFR Part 52.

XVII.2 . This Agreement shall be binding upon the parties, their successors, assigns, and personal representatives. This Agreement shall be enforced under the laws of the State of Florida.

ARTICLE XVII-MISCELLANEOUS PROVISIONS

XVIII.1. Joint Preparation: The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

XVIII.2. Merger: This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understanding applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Interlocal Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or

agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Interlocal Agreement;

XVIII.3. Assignment: The respective obligations of the parties set forth in this Interlocal Agreement shall not be assigned, in whole or in part, without the written consent of the other party.

XVIII.4. Records: The TOWN and COUNTY shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

XVIII.5. Contract Administrators: The Contract Administrators for this Agreement are the Housing and Community Development Director for the TOWN, Ellen Rodriguez, Family Success Center Director, or designee for COUNTY. In the implementation of the terms and conditions of this Interlocal Agreement, as contrasted with matters of policy specifically established by the respective Commissions through Resolutions and/or Ordinances, all parties may rely upon instructions or determinations made by the respective Contract Administrators.

XVIII.6. Recordation/Filing: The County Administrator and Ex-Officio Clerk of the Broward County Board of County Commissioners is hereby authorized and directed after approval of this Interlocal Agreement by the governing body of TOWN and COUNTY and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this Interlocal Agreement with the Clerk of Broward County, Florida, as required by Section 163.02(11), Florida Statutes.

XVIII.7. Governing Law and Venue: This Agreement shall be governed, construed and controlled according to the laws of the State of Florida without regard to its conflict of laws provisions. Any claim, objection or dispute arising out of the terms of this Interlocal Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

XVIII.8. Severability: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

XVIII.9. Amendments: Except as expressly authorized in this Interlocal Agreement, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Interlocal Agreement executed by COUNTY and TOWN.

XVIII.10. Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document, incorporated into this Agreement by reference and a term, statement, requirement or provision contained in Articles I through XVII of this Agreement shall prevail and be given effect.

XVIII.11. Compliance with Laws: The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Interlocal Agreement

XVIII.12. Multiple Originals: This Interlocal Agreement may be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the TOWN OF DAVIE and BROWARD COUNTY have caused this Agreement to be executed the day and year first above written.

ATTEST:

TOWN OF DAVIE

RUSSELL MUNIZ
TOWN CLERK

HARRY VENIS
MAYOR

_____ day of _____, 2003.

Approved as to form:

MONROE KIAR, ESQ.
ATTORNEY FOR TOWN OF DAVIE

State of Florida
County of Broward

COUNTY

WITNESSES:

BROWARD COUNTY, by and through
its County Administrator

By _____
County Administrator

_____ day of _____, 2003.

Approved as to form by
Office of the County Attorney
EDWARD A DION, COUNTY ATTORNEY
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Insurance requirements
approved by Broward County
Risk Management Division

Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____